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|---|------|---|-----------------------|--|--|---|---------------|-----------------------------|------|--|
| SOLICITATION, OFFER AND AWARD | | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | | RATING | | PAGE 1 OF 53 PAGES | | |
| 2. CONTRACT NO. | | 3. SOLICITATION NO. S-BE200-11-R-0007 | | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | | 5. DATE ISSUED February 2, 2011 | | 6. REQUISITION/PURCHASE NO. | | |
| 7. ISSUED BY American Embassy Regentlaan 25 Bd. Du Régent 1000 BRUSSEL | | | | 8. ADDRESS OFFER TO (If other than item 7) | | | | | | |
| NOTE: In sealed bid solicitation "offer" and "offeror mean "bid" and "Bidder". | | | | | | | | | | |
| SOLICITATION | | | | | | | | | | |
| 9. Sealed offers in original and 1 copy for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in see 7 until March 15, 2011 (date) at local time 16:00 p.m. CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1 Deviation. All offers are subject to all items and conditions contained in this solicitation. | | | | | | | | | | |
| 10. FOR INFORMATION CALL: | | A. NAME Johny HELSEN | | | B. TELEPHONE NO. (NO COLLECT CALLS) Tel. 02/811.4526 fax: 02.811.4774 e-mail: helsenja@state.gov | | | | | |
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| OFFER (Must be fully completed by offeror) | | | | | | | | | | |
| NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT SEE 14 (See section I, Clause No 52.232-8) | | | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS % | CALENDAR DAYS % | | | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation for offerors and related documents Numbered and dated: | | | AMENDMENT NO. | | DATE | | AMENDMENT NO. | | DATE | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | | FACILITY | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | | | |
| 15B. TELEPHONE NO. | | 15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS | | | 17. SIGNATURE | | | 18. OFFER DATE | | |
| AWARD (To be completed by Government) | | | | | | | | | | |
| 19. ACCEPTED AS TO ITEM NUMBERED | | 20. AMOUNT | | 21. ACCOUNTING AND APPROPRIATION | | | | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)() | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | | | ITEM | | |
| 24. ADMINISTRATION BY (If other than Item 7) CODE | | | | 25. PAYMENT WILL BE MADE BY CODE | | | | | | |
| 26. NAME OF CONTRACTING OFFICER (Type of print) | | | | 27. UNITED STATES OF AMERICA | | | | 28. AWARD DATE | | |

IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide janitorial services for the U.S. Government, Brussels, in accordance with section C and the exhibits contained in section J of this contract.

B.2 TYPE OF CONTRACT

This is a fixed price contract.

B.3 TYPES OF SERVICES

- a. **Standard Services:** The Contractor shall provide standard janitorial services as specified in Section C within the buildings and spaces listed in Exhibit A.
- b. **Daily removal of garbage:** The contractor shall provide a van/trailer collecting all the categories of trash to include recyclables. This van/trailer can be stationed in Zinnerstraat/Rue Zinner and will be required to be emptied twice each morning and remain available to afternoon disposal of refuse. The contractor will dispose of the waste in an environmentally acceptable way and according to Belgian Laws and Regulations.
- c. **Replenishment of hygienic products:** The contract shall replenish the Tork Universal Hand towel Interfold 2ply recycled paper towels for Xpress Interfold paper dispenser (article 102695), Tork Premium Soap Liquid Mild (article 101004) for dispense soap liquid (article 102692) and toilet neutral 12325 2folds toilet paper (article 101386) for twin toilet paper roll dispenser (article 102717). The yearly **estimated** quantities are: 384 paperboards of 4746 paper towels, 450 bottles containing 1 liter of soap and 258 boxes of 42 rolls toilet paper (50 m). Contractor is allowed to deliver non-Tork produced products of an identical quality, but consumables have to fit in the US Government owned dispensers.

B.4 PRICING

- a. The Government will pay the Contractor a fixed price per month for standard services.
- b. The Contractor shall include any premium pay for services required on holidays only in the fixed prices for Standard Services.
- c. The cost of Workers' Compensation War-Hazard Insurance Overseas (See Section I, FAR 52.228-4) is not reimbursable and shall be included in the Contractor's rates.
- d. The Government will make payment in Euros.
- e. The contractor is expected to supply all of the soap and paper products to be used by government personnel (see B.3.c). The prices contain all costs for the purchase of products and tools needed to provide the services requested, as well as overhead costs and profit. The contractor is not entitled to request reimbursement for any additional costs.

B.5 BASE YEAR PRICES

Standard Services: The fixed price for the first year of the contract (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months) is:

Complete addresses of each location are listed in Section J, Exhibit A

| | Monthly price | Yearly price |
|--|----------------------|---------------------|
| <u>Lot 1</u> – B001 – Embassy | € | € |
| <u>Lot 2</u> – B001 - T.M.A. Shopette | € | € |
| <u>Lot 3</u> – B019 - JAS | € | € |
| <u>Lot 4</u> – B027 – OBO Offices | € | € |
| <u>Lot 5</u> – B028 – Temp Office Space | € | € |
| <u>Lot 6</u> – B041 - Language room + DAO + FMC | € | € |
| <u>Lot 7</u> – B044 - Computer classes | € | € |
| <u>Lot 8</u> – B049 - USEU | € | € |
| <u>Lot 9</u> – B050 - Warehouse | € | € |
| <u>Lot 10</u> – B052 - O D C | € | € |
| <u>Lot 11</u> – B055 - Health Unit | € | € |
| <u>Lot 12</u> – B057 - FAA | € | € |
| <u>Lot 13</u> – B058 – TSA+PD-Hub+FCS+EMB/PA+ CLO | € | € |
| <u>Lot 14</u> – B059 – D E A | € | € |
| <u>Lot 15</u> – Guard office | € | € |
| <u>Lot 16</u> – Cleaning of Sidewalks & Streets | € | € |
| <u>Daily removal of waste (NOT for lots 9, 10, 12, 13 and 14)</u> | € | € |
| <u>TOTAL</u> | € | € |

B.6 FIRST OPTION YEAR PRICES

Standard Services: The fixed price for the first option year of the contract is:

Complete addresses of each location are listed in Section J, Exhibit A

| | <i>Monthly price</i> | <i>Yearly price</i> |
|--|-----------------------------|----------------------------|
| <u>Lot 1</u> – B001 – Embassy | € | € |
| <u>Lot 2</u> – B001 – T.M.A. Shopette | € | € |
| <u>Lot 3</u> – B019 – JAS | € | € |
| <u>Lot 4</u> – B027 – OBO Offices | € | € |
| <u>Lot 5</u> – B028 – Temp Office Space | € | € |
| <u>Lot 6</u> – B041 – Language room + DAO + FMC | € | € |
| <u>Lot 7</u> – B044 – Computer classes | € | € |
| <u>Lot 8</u> – B049 – USEU | € | € |
| <u>Lot 9</u> – B050 – Warehouse | € | € |
| <u>Lot 10</u> – B052 – O D C | € | € |
| <u>Lot 11</u> – B055 – Health Unit | € | € |
| <u>Lot 12</u> – B057 – FAA | € | € |
| <u>Lot 13</u> – B058 – TSA+PD-Hub+FCS+EMB/PA+ CLO | € | € |
| <u>Lot 14</u> – B059 – D E A | € | € |
| <u>Lot 15</u> – Guard office | € | € |
| <u>Lot 16</u> – Cleaning of Sidewalks & Streets | € | € |
| <u>Daily removal of waste (NOT for lots 9, 10, 12, 13 and 14)</u> | € | € |
| <u>TOTAL</u> | € | € |

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B.7 SECOND OPTION YEAR PRICES**Standard Services:** The fixed price for the second option year of the contract is:

Complete addresses of each location are listed in Section J, Exhibit A

| | <i>Monthly price</i> | <i>Yearly price</i> |
|--|-----------------------------|----------------------------|
| <u>Lot 1</u> – B001 – Embassy | € | € |
| <u>Lot 2</u> – B001 – T.M.A. Shopette | € | € |
| <u>Lot 3</u> – B019 – JAS | € | € |
| <u>Lot 4</u> – B027 – OBO Offices | € | € |
| <u>Lot 5</u> – B028 – Temp Office Space | € | € |
| <u>Lot 6</u> – B041 – Language room + DAO + FMC | € | € |
| <u>Lot 7</u> – B044 – Computer classes | € | € |
| <u>Lot 8</u> – B049 – USEU | € | € |
| <u>Lot 9</u> – B050 – Warehouse | € | € |
| <u>Lot 10</u> – B052 – O D C | € | € |
| <u>Lot 11</u> – B055 – Health Unit | € | € |
| <u>Lot 12</u> – B057 – FAA | € | € |
| <u>Lot 13</u> – B058 – TSA+PD-Hub+FCS+EMB/PA+ CLO | € | € |
| <u>Lot 14</u> – B059 – D E A | € | € |
| <u>Lot 15</u> – Guard office | € | € |
| <u>Lot 16</u> – Cleaning of Sidewalks & Streets | € | € |
| <u>Daily removal of waste (NOT for lots 9, 10, 12, 13 and 14)</u> | € | € |
| <u>TOTAL</u> | € | € |

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B.8 THIRD OPTION YEAR PRICES**Standard Services:** The fixed price for the third option year of the contract is:

Complete addresses of each location are listed in Section J, Exhibit A

| | Monthly price | Yearly price |
|--|----------------------|---------------------|
| <u>Lot 1</u> – B001 – Embassy | € | € |
| <u>Lot 2</u> – B001 - T.M.A. Shopette | € | € |
| <u>Lot 3</u> – B019 - JAS | € | € |
| <u>Lot 4</u> – B027 – OBO Offices | € | € |
| <u>Lot 5</u> – B028 – Temp Office Space | € | € |
| <u>Lot 6</u> – B041 - Language room + DAO + FMC | € | € |
| <u>Lot 7</u> – B044 - Computer classes | € | € |
| <u>Lot 8</u> – B049 - USEU | € | € |
| <u>Lot 9</u> – B050 - Warehouse | € | € |
| <u>Lot 10</u> – B052 - O D C | € | € |
| <u>Lot 11</u> – B055 - Health Unit | € | € |
| <u>Lot 12</u> – B057 - FAA | € | € |
| <u>Lot 13</u> – B058 – TSA+PD-Hub+FCS+EMB/PA+ CLO | € | € |
| <u>Lot 14</u> – B059 – D E A | € | € |
| <u>Lot 15</u> – Guard office | € | € |
| <u>Lot 16</u> – Cleaning of Sidewalks & Streets | € | € |
| <u>Daily removal of waste (NOT for lots 9, 10, 12, 13 and 14)</u> | € | € |
| <u>TOTAL</u> | € | € |

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B.9 FOURTH (final) OPTION YEAR PRICES**Standard Services:** The fixed price for the fourth option (final) year of the contract is:

Complete addresses of each location are listed in Section J, Exhibit A

| | <i>Monthly price</i> | <i>Yearly price</i> |
|--|-----------------------------|----------------------------|
| <u>Lot 1</u> – B001 – Embassy | € | € |
| <u>Lot 2</u> – B001 - T.M.A. Shopette | € | € |
| <u>Lot 3</u> – B019 - JAS | € | € |
| <u>Lot 4</u> – B027 – OBO Offices | € | € |
| <u>Lot 5</u> – B028 – Temp Office Space | € | € |
| <u>Lot 6</u> – B041 - Language room + DAO + FMC | € | € |
| <u>Lot 7</u> – B044 - Computer classes | € | € |
| <u>Lot 8</u> – B049 - USEU | € | € |
| <u>Lot 9</u> – B050 - Warehouse | € | € |
| <u>Lot 10</u> – B052 - O D C | € | € |
| <u>Lot 11</u> – B055 - Health Unit | € | € |
| <u>Lot 12</u> – B057 - FAA | € | € |
| <u>Lot 13</u> – B058 – TSA+PD-Hub+FCS+EMB/PA+ CLO | € | € |
| <u>Lot 14</u> – B059 – D E A | € | € |
| <u>Lot 15</u> – Guard office | € | € |
| <u>Lot 16</u> – Cleaning of Sidewalks & Streets | € | € |
| <u>Lots 1, 3 & 8</u> – Emergency cleaning (2Hrs/ day) | € | € |
| <u>TOTAL</u> | € | € |

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B.10 GRAND TOTAL

| | |
|---------------------------|--------------------|
| Base Year Total: | € |
| First Option Year Total: | € |
| Second Option Year Total: | € |
| Third Option Year Total: | € |
| Fourth Option Year Total: | € |
| GRAND TOTAL: | € |

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Work Requirements

C.1.1 General

The Contractor shall provide services for the U.S. Government Brussels. The Contractor shall perform janitorial services in all designated spaces including, but not limited to, hallways, offices, restrooms, work areas, entrance ways, lobbies, storage areas, elevators, stairways, and parking garage areas. The Contractor shall furnish all managerial, administrative, supervisory and direct labor personnel necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes.

C.1.2 Personnel

The Contractor shall provide a qualified and experienced work force meeting the contract requirements. The workforce shall be able to provide the services identified in Section J, Exhibit A, Locations and Time Frames for Janitorial Services.

C.1.3 General Requirements

C.1.3.1 Definitions.

"General Instructions" mean those instructions, directives and guidelines that apply to all janitorial personnel.

"Daily" means 5 days per week, on each non-holiday workday.

"Weekly" means once per week, 4 times per month.

"Periodic" means twice per month.

"Monthly" means once every month.

"Bi-monthly" means once every 2 months, 6 times per year.

"Quarterly" means every 3 months, 4 times per year.

"Semi-Annually" means once every 6 months, twice per year.

"Annually" means once every year.

C.1.3.2 General Instructions

The Contractor shall prepare general instructions for the work force. The Contractor shall provide drafts to the Contracting Officer's Representative (COR) for review within thirty days after award of the contract. The COR must approve these general instructions of the contractor before issuance by the contractor to the work force.

C.1.4 Duties and Responsibilities:

C.1.4.1 Certain areas specified in Section J, Exhibit A require a cleared American Escort and can only be entered during scheduled times. The General Instructions shall emphasize security requirements so that accidental security violations do not occur. Contractor agrees to abide by the Security guidelines imposed by the American Escort during their scheduled work period.

C.1.4.2 Contractor shall schedule routine cleaning requirements to ensure that these are done in the order and time frame that are most efficient and have the least impact on normal client operations. They are to be performed on a daily basis. Contractor agrees to provide full names and vehicle identification for its personnel when scheduling after hours work for the purpose of access control.

C.1.4.3 Contractor shall schedule periodic cleaning requirements so that it causes minimal disruption to the normal operation of the facility. The COR shall determine the schedules presented which meet the needs of the individual facility.

C.1.4.4 Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. These services shall also support special events at the Post. The Contractor shall provide these services in addition to the scheduled services specified in paragraph C.2.1 of this contract. The COR shall order these services as needed. This work shall be performed by trained employees of the Contractor, and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24 hour advance written or telephonic notice.

C.1.4.5 The Contractor shall include in its next regular invoice details of the temporary additional services and, if applicable, materials, provided and requested under temporary additional services. The Contractor shall also include a copy or evidence of the COR's written request for the temporary additional services.

C.2 Types of Services

C.2.1 Standard Services shall include the following work:

C.2.1.1 Daily Cleaning Requirements shall consist of:

C.2.1.1.1 Sweeping all floor areas including damp mopping of areas such as tile, linoleum, marble floors, staircases and public areas. Floors shall be free of dust, mud, sand, footprints, liquid spills, and other debris. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to clean underneath. *The frequency may be higher than once per day when it is rainy or snowy.* When completed, the floor and halls shall have a clean uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water. The contractor shall post the floor mounted safety signage prior to wetting floor surfaces.

C.2.1.1.2 Dusting and cleaning all furniture including desks, chairs, credenzas, computer tables, telephone tables, bookshelves with/without glass doors, pictures, maps, telephones, lamps, appliances, and other common things found in an office environment, excluding computer screens. All furniture shall be free of dust, dirt, and sticky surface areas.

C.2.1.1.3 Vacuuming all rugs and carpets, runners, and carpet protectors so that they are free from dust, dirt, mud, etc. When completed, the surface shall be free of all litter, lint, loose soil and debris. The Contractor shall move any chairs, trash receptacles, and easily moveable items to vacuum underneath, and then replace them in the original position. Spot cleaning of soiled carpet areas and rugs shall be done on an as-needed basis, and as determined by the COR.

C.2.1.1.4 Thorough cleaning of bathroom toilets, mirrors, vanity and all tiled surfaces and shower facilities, by using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap scum, mold, and smudges. The Contractor shall replace paper towels, toilet paper, and soap in all bathrooms (all supplies to be provided by the contractor). The contractor shall inform the COR if any dispensing device is broken or has failed to function.

C.2.1.1.5 Emptying all waste cans and exterior (outside) ashtrays and washing or wiping them clean, replacing plastic waste can linings and returning these items where they were located.

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C.2.1.1.6 Cleaning of glasses, cups, silverware, and coffee makers is limited to conference facilities and in the Ambassador's office area. The Contractor shall clean the items in hot soapy water and rinse, dry and polish them so that a presentable appearance is maintained. Kitchenette sinks, cabinets, microwaves, and refrigerators will be surface cleaned daily as well as in all other building locations. The interior of microwaves and refrigerators will be cleaned by the weekly schedule.

C.2.1.1.7 Removing any grease marks or fingerprints from walls, doors, door frames, radiators, windows and window frames, glass desk protectors, reception booths, exterior security booths, and partitions.

C.2.1.1.8 Removing all recyclable and regular trash and discarded materials to designated area on Rue Zinner as directed by the COR, and keeping temporary trash collection trailer site covered and in an organized and clean condition.

C.2.1.1.9 For all designated recyclable bin locations, putting the black trash bags and the colored recycling bags in the bins and shredder machines. Remove bags and dispose of in the Zinner Street trailer on a daily basis and as required. (**NOT for lots located at 'Regent-40'**)

C.2.1.1.10 During winter periods, the area in front of the building entrance doors and sidewalks shall be kept free of snow and ice, to include the Bilateral Ambassador residence. This work includes, but is not limited to shoveling snow and the application of rock salt to keep the sidewalks free of ice and snow. The US Government will provide supplies and equipment for removal.

C.2.1.1.11 **Only for lots 1, 3 and 8:** Emptying and cleaning of all wastebaskets and ashtrays, as well as collecting all paper and debris from the sidewalks in front of the buildings.

C.2.1.1.12 **Only lot 16:** twice per week: cleaning of entire Zinnerstraat/Rue Zinner and pavement of Regentlaan/Bd du Régent between Nos 25 and 28. Cleaning includes but is not limited to the removal of leaves, cigarette butts, and other debris such as shredded paper and other discarded trash.

C.2.1.1.13 **Only for lots 1, 2, 3, 8, 15 & 16:** As interior garbage storage space is not available, garbage of any kind shall be moved and stored temporarily in a parked trailer on Rue Zinner/Zinnerstraat and must remain covered. Subsequent daily disposal efforts may be required to assure complete removal and disposal of all trash and recyclable materials. This trailer is provided by and remains the property of the contractor.

C.2.1.2 Periodic Cleaning Requirements shall consist of:

C.2.1.2.1 Spot cleaning baseboards and walls;

C.2.1.2.2 Spot waxing and polishing vinyl tile floors as needed.

C.2.1.2.3 Shampooing of carpets (small area spot clean; as needed with hot water extraction method).

C.2.1.2.4 Dusting windowsills and blinds;

C.2.1.2.5 Replacing of black plastic shredder bags, installed throughout the Mission.

C.2.1.2.7 **WEEKLY:** cleaning of parquet floors with water and gentle soap; interior deep cleaning of all kitchenette microwaves and refrigerators. All unsanitary conditions noted shall be reported to the COR immediately.

C.2.1.3 Monthly Cleaning Requirements shall consist of:

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C.2.1.3.1 Polishing all brass and stainless steel surfaces, such as door, window handles, plaques, ornamental attachments, safety railings, etc.

C.2.1.3.2 Wiping window blinds with a damp cloth to ensure that all smudges are removed.

C.2.1.3.3 Moving all furniture and vacuuming or polishing the floor under the furniture as appropriate.

C.2.1.3.4 Full cleaning of emergency exits. Carpets will be vacuumed; floor tiles and/or concrete floor will be cleaned with water and soap.

C.2.1.3.5 Cleaning of both sides of all security glass surfaces in the entrance lobbies, paying special attention to the interior special laminated surfaces. No harsh chemicals may be used. Consult with COR for any concerns.

C.2.1.3.6 Full cleaning of stairway. Carpets will be vacuumed; floor tiles and/or concrete floor will be cleaned with water and soap.

C.2.1.3.7 Dusting tops of tall furniture, tops of picture frames, tops of doors and sills, and areas not covered in daily dusting;

C.2.1.3.8 Brushing/vacuuming of warehouse areas (Lot 9)

C.2.1.4 Bi-monthly Cleaning Requirements shall consist of:

C.2.1.4.1 **Only for lots 1, 3 and 8:** brush cleaning of parking floors; wet mopping of parking area where required, and the dusting of exposed rails, piping, etc.

C.2.1.4.2 Cleaning of all items above 2 meter height, such as tops of cabinets, paintings, light fixtures, bookcases, etc. If approved by the COR, this cleaning can be scheduled on an American holiday with a cleared AMCIT Escort available.

C.2.1.4.3 **Lots 4, 5, 6, 7 and 11:** cleaning of balconies (front and back); cleaning to be performed with water and soap, and high pressure water if needed.

C.2.1.5 Quarterly Cleaning Requirements shall consist of:

C.2.1.5.1 Shampooing by hot water extraction method the entire surface of carpets in the high traffic areas;

C.2.1.5.2 Cleaning and sanitizing temporary trash holding areas;

C.2.1.5.3 Defrosting and cleaning of major appliances (pp. refrigerator) inside and out including vacuuming dust from around motor areas.

C.2.1.5.4 Cleaning of glazed (security glass) partitions inside the building.

C.2.1.5.5 Cleaning, polishing and buffing of parquet floors.

C.2.1.6 Semi-Annual Cleaning Requirements shall consist of:

C.2.1.6.1 Stripping wax coats, spot checking sealer coats, and completely reapplying wax coats and/or sealer coats as required.

C.2.1.6.2 Shampooing by hot water extraction method, carpets in all areas.

C.2.1.6.3 Cleaning all chandeliers and light fixtures using appropriate methods to restore the original luster to the fixtures. This will include ensuring that all crystal reflectors are individually washed.

C.2.1.6.4 Cleaning of inside windows and window frames at every location, and cleaning of outside windows: paying attention not to damage the protective film installed on window interiors, the contractor shall use the appropriated cleaning

products and materials. Contractor will provide the COR with a practical schedule for cleaning the windows during normal working hours. Contractor will require cleared Embassy Security Escort for access to interior courtyards for all unbadged personnel.

C.2.1.7 Annual Cleaning Requirements shall consist of:

C.2.1.7.1 Stripping wax coats and seal coats of the bare floor surface; cleaning the bare surface, and reapplying a wax or seal coat.

C.2.1.7.2 Crystallization or polishing of entrance lobby marble floors using proper protective polishing and sealing materials.

C.3 Management and Supervision:

C.3.1 Contractor Management:

C.3.1.1 **Supervision:** the Contractor shall designate a project manager who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the point of contact for the U.S. Government Contracting Officer's Representative (COR). The supervisor shall have sufficient English language skill and host country language skill to be able to communicate with members of the U.S. Government staff. The project manager shall have supervision as his or her sole function under this contract.

C.3.1.2 The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on routine US Mission office operations and the cleared AMCIT Escort personnel of the Post. For those items other than routine daily services, the Contractor shall provide the COR in advance, with a detailed plan of the personnel to be used and the time frame to perform the service. Regardless of the number of personnel or schedule provided, the contractor shall ensure one employee remains on the premises of the US Embassy during normal working hours to answer urgent cleaning requirements. This employee will notify the COR of his/her presence.

C.3.1.3 The Contractor shall be responsible for Quality Control (QC). The Contractor shall perform inspection visits to the work site on a regular basis, but not less than monthly. The Contractor shall coordinate these visits with the COR. The designated QC Inspector shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. These visits shall be surprise inspections to those working on the contract. Each visit will be listed in a 'visitors' log' provided by the contractor.

C.3.1.4 The Contractor shall control overtime through efficient use of the work force. Individual work schedules shall not exceed 40 hours per week to preclude overtime being part of the standard services provided under the contract. Overtime may be necessary under Temporary Additional Services, and must be authorized by the COR.

SECTION D - PACKAGING AND MARKING

RESERVED

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at: <http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)
52.246-4 INSPECTION OF SERVICES - FIXED-PRICE AUG 1996

E.2 Quality Assurance and Surveillance Plan (QASP)

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

| Performance Objective Services | PWS Para | Performance Threshold |
|--|-----------------|--|
| Performs all janitorial services set forth in the performance work statement (PWS) | C.1 thru C.3 | All required services are performed and no more than one (1) customer complaint is received per month. |

E.2.1.....Surveillance

The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.2.2....Standard

The performance standard is that the Government receives no more than one (1) customer complaint per week. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

E.2.3 Procedures

- a. If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- b. The COR will complete appropriate documentation to record the complaint.
- c. If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- d. If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- e. The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- f. If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- g. The COR will consider complaints as resolved unless notified otherwise by the complainant.
- h. Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

| | | |
|-----------|--------------------------|----------|
| 52.242-15 | STOP-WORK ORDER | AUG 1989 |
| 52.242-17 | GOVERNMENT DELAY OF WORK | APR 1984 |

F.2 PERIOD OF PERFORMANCE

The performance period of this contract is from the start date in Notice to Proceed and continuing for 12 months, with four (4) one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

F.3 DELIVERY SCHEDULE

The following items shall be delivered under this contract.

| <u>Description</u> | <u>Quantity</u> | <u>Delivery Date</u> | <u>Deliver To</u> |
|------------------------------|-----------------|----------------------|---------------------|
| C.1.3.2 General Instructions | 1 | 30 days after award | COR |
| C.3.1.2 Schedule | 1 | Weekly | COR |
| H.1 List of Personnel | 1 | 10 days after award | Contracting Officer |
| H.4 Licenses/Permits | 1 | Date of Award | Contracting Officer |
| H.5 Evidence of Insurance | 1 | 10 days after award | Contracting Officer |

F.4. Notice to Proceed

After contract award and submission of insurance certificates, the Contractor shall be sent a Notice to Proceed. That Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 652.242-70 Contracting Officer's Representative (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Facility Manager.

G.1.1 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2 SUBMISSION OF INVOICES

The Contractor shall submit invoices in an original and one (1) copy to:

**American Embassy – FMC
Regentlaan 25 Bd du Régent
1000 Brussel.**

The Embassy is exempted of all taxes; therefore the contractor's invoices shall not contain taxes of any kind.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY

H.1.1 General

The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. Upon the award, the contractor has ten (10) days to submit to the contracting Officer the completed and duly signed Optional form-174 (forms provided by the US Government) for every individual involved in the execution of the contract, Certificate of Good Behavior (*Bewijs van Goede Zeden en Gedrag/Certificat de bonnes conduite, vie et mœurs*), one picture and a copy of the ID card.

H.1.2 Entrance badges

The Government shall issue entrance badges to Contractor personnel, after they are approved. Contractor personnel shall display these badges on the uniform at all times while providing services under this contract. The badges are the property of the Government. The Contractor is responsible for their return at the end of the

contract, when an employee leaves Contractor service, or at the request of the Government.

H.2 STANDARDS OF CONDUCT

- (a) **General:** The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.
- (b) **Uniforms:** The Contractor's employees shall wear clean, neat and identifiable uniforms identifying them with the Contractor company by logo, although not necessarily identical uniforms. All employees shall wear accreditation at all times.
- (c) **Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting** shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.
- (d) **Intoxicants and Narcotics:** The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
- (e) **Criminal Actions:** Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:
- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
 - Unauthorized use of Government property, theft, vandalism, or immoral conduct;
 - Unethical or improper use of official authority or credentials;
 - Security violations; or,
 - Organizing or participating in gambling in any form.
- (f) **Key Control:** The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys. Where it is determined that the Contractor or its agents have duplicated a key, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

H.3 PERSONNEL HEALTH REQUIREMENTS

All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. The contractor's team supervisor shall inform the COR of any employees who are ill or fail to appear for work. All employees shall be free from communicable diseases.

H.4 LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

- (a) **Bonds:** the Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.
- (b) **Employee Salary Benefits:** the Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits that may subsequently arise. Where local law requires bonuses, specific minimum wage levels, and premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, childcare or any other benefit, the Contractor is responsible for payments of these costs and must include them in the fixed prices in this contract.
- (c) **Personal Injury, Property Loss or Damage (Liability):** the Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.
- (d) **Amount of Insurance:** the Contractor shall, at its own expense, provide and maintain during the entire performance period the insurance amounts stipulated by the Belgian Government; i.e. 3.25% of the gross salary. For those contractor employees assigned to this contract who are either United States citizens or hired in the United States or its possessions, the contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.
- (e) The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to: any property of the Contractor, its officers, agents, servants, employees, or any other person, arising from and incident to the Contractor's performance of this contract.
The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government. The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.
- (f) **Permits:** without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

H.5 CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change,

expiration or cancellation is effective. If Contractor is self-insured then the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

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FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

| | | |
|-----------|--|-----------|
| 52.202-1 | DEFINITIONS | JUL 2004 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR 1984 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP 2006 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | OCT 2010 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT 2010 |
| 52.204-4 | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER | AUG 2000 |
| 52.204-9 | PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL | SEP 2007 |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | JULY 2010 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | SEP 2006 |
| 52.215-2 | AUDIT AND RECORDS - NEGOTIATION | OCT 2010 |
| 52.215-8 | ORDER OF PRECEDENCE (UCF) | OCT 1997 |
| 52.215-11 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-MODIFICATIONS | OCT 2010 |
| 52.215-13 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA MODIFICATIONS | OCT 2010 |
| 52.215-14 | INTEGRITY OF UNIT PRICES | OCT 2010 |
| 52.215-21 | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS | OCT 2010 |
| 52.222-19 | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES | OCT 2010 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS | FEB 2009 |

| | | |
|------------|---|-----------|
| 52.223-18 | CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING | SEP 2010 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | DEC 2003 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | FEB 2006 |
| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT | FEB 2000 |
| 52.228-4 | WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS | APR 1984 |
| 52.228-5 | INSURANCE-WORK ON A GOVERNMENT INSTALLATION | JAN 1997 |
| 52.229-6 | TAXES - FOREIGN FIXED-PRICE CONTRACTS | JUN 2003 |
| 52.232-1 | PAYMENTS | MAY 2001 |
| 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB 2002 |
| 52.232-11 | EXTRAS | APR 1984 |
| 52.232-17 | INTEREST | OCT 2010 |
| 52.232-24 | PROHIBITION OF ASSIGNMENT OF CLAIMS | JAN 1986 |
| 52.232-25 | PROMPT PAYMENT | OCT 2008 |
| 52.232-34 | PAYMENT BY ELECTRONIC FUNDS TRANSFER OTHER THAN CENTRAL CONTRACTOR REGISTRATION | MAY 1999 |
| 52.233-1 | DISPUTES (JUL 2002) - ALTERNATE I | DEC 1991 |
| 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |
| 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION | APR 1984 |
| 52.237-3 | CONTINUITY OF SERVICES | JAN 1991 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-1 | CHANGES - FIXED-PRICE -- ALTERNATE II (APR 1984) | AUG 1987 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | OCT 2010 |
| 52.245-1 | PROPERTY RECORDS | JULY 2010 |
| 52.245-2 | GOVERNMENT PROPERTY (FIXED PRICE) CONTRACTS - ALTERNATE I (APR 1984) | JUNE 2007 |
| 52.246-25 | LIMITATION OF LIABILITY - SERVICES | FEB 1997 |
| 52.248-1 | VALUE ENGINEERING | FEB 2000 |
| 52.249-4 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) | APR 1984 |
| 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |
| 652.237-71 | IDENTIFICATION/BUILDING PASS | APR 2004 |

FAR CLAUSES IN FULL TEXT:

I.2 52.217-8 Option To Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

I.3 52.217-9 Option To Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

. . . .

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.4 52.232-19 Availability Of Funds For The Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30, 2011. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2008, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.6 652.204-70 Department Of State Personal Identification Card Issuance Procedures (AUG 2007)

- (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
- (b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>

(End of clause)

I.7 652.243-70 Notices (Aug 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. The contracting officer must make all modifications to the contract in writing.

I.8 652.242-73 Authorization And Performance (Aug 1999)

- (a) The contractor warrants the following:
 - (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.9 652-237-72 Observance of Legal Holidays and Administrative Leave (April 2004)

- (a) The Department of State observes the following days as holidays (2011):

. . . .

| | | | |
|-----------------------------------|-----------|----------|------------|
| New Year's Day | Friday | Jan 1 | US/Belgian |
| Martin Luther King Jr.'s Birthday | Monday | Jan 18 | US |
| Washington's Birthday | Monday | Feb 15 | US |
| Good Friday | Friday | April 2 | Local/EU |
| Easter Monday | Monday | April 5 | Belgian |
| *Labor Day (observed on) | Friday | April 30 | Belgian |
| Ascension Day | Thursday | May 13 | Belgian |
| Whit Monday | Monday | May 24 | Belgian |
| Memorial Day | Monday | May 31 | US |
| *Independence Day (observed on) | Monday | July 5 | US |
| National Day | Wednesday | July 21 | Belgian |
| *Assumption Day (observed on) | Monday | Aug 16 | Belgian |
| Labor Day | Monday | Sep 6 | US |
| Columbus Day | Monday | Oct 11 | US |
| All Saints Day | Monday | Nov 1 | Belgian |
| Veterans Day | Thursday | Nov 11 | US/Belgian |
| Thanksgiving Day | Thursday | Nov 25 | US |
| *Christmas Day (observed on) | Friday | Dec 24 | US/Belgian |
| *Boxing Day (observed on) | Monday | Dec 27 | Local/EU |
| *New Year's Day (observed on) | Friday | Dec 31 | US/Local |

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

- (b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- (c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.
- (d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
 - (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
 - (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.
 If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.
- (e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

(End of clause)

I.10 652.225-71 Section 8(A) Of The Export Administration Act Of 1979, As Amended (Aug 1999)

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
 - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
 - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
 - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
 - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
 - (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:
- (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
 - (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in

negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

I.11 652.229-71 Personal Property Disposition At Posts Abroad (Aug 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I.12. CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Exhibit A - LOCATIONS AND TIME FRAME FOR JANITORIAL SERVICES

Exhibit B - CONTRACTOR FURNISHED MATERIALS

Exhibit C - GOVERNMENT FURNISHED PROPERTY

Exhibit D - SPECIAL WORK REQUIREMENTS

J.2 EXHIBIT A - LOCATIONS AND FREQUENCY OF JANITORIAL SERVICES to be delivered on regular Embassy working days:

NOTE: All listed figures are for guidance purposes only. Prior to submitting his offer, it is the contractor's responsibility to verify the accuracy of the figures. After the contractor's offer is received, the Government shall not assume any responsibility in case of discrepancy.

Lot 1: B001 – American Embassy, Regentlaan 27, 1000 Brussels

| Est. total surface: 4,000m2 | <u>Floor Covering</u> | <u>Bathroom</u> | <u>Kitchen</u> | <u>Elevators</u> | <u>Offices</u> | <u>Heavy traffic areas</u> | <u>Windows (in/outside & window frames)</u> | <u>Glazed partitions</u> | <u>Stairway</u> | |
|---|-----------------------|-----------------|-------------------------|------------------|----------------|----------------------------|---|--------------------------|-----------------|--|
| Ground, 1st, 2nd, 4th and 6th floor and 50% of 3rd and 5th floors: est. surface 1,500 m2 (ESCORT REQUIRED) Frequency | Carpeting: 95 % | 10 | Daily | Daily | Daily | Daily | Semi-annually | Quarterly | Weekly | |
| | Daily | Daily | Refrigerator: quarterly | | | Shampoo: quarterly | | | | |
| 50 % of 3rd and 5th floor and –1 floor: est. surface 1,000m2 – NOT FCS OFFICES (ground floor) Frequency | Carpeting: 95 % | 6 | | Daily | Daily | Daily | Semi-annually | Quarterly | Weekly | |
| | Daily | Daily | Refrigerator: quarterly | | | Shampoo: quarterly | | | | |
| Floors –2, -3 and parking (-1): est. surface 1,541 m2 Frequency | Tiles and concrete | | | | | | | | Quarterly | |
| | Bi-monthly | | | | | | | | | |
| Guard booths – 15 m2 Main booth, Regent and Zinner Street booths Frequency | Rubber | | | | Daily | | | Monthly | Quarterly | |
| | Daily | | | | | | | | | |

NOTES: 1. Due to the Embassy's Security requirements at the 1st, 2nd, 4th, and 6th floor and 50 % of the 3rd and the 5th floor (CAA-areas), cleaning can **ONLY** be performed under cleared American Escort. The maximum number of cleaners allowed in these areas is three (3) per RSO.

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2. Escort can only be provided between 0600 and 0800 am. Cleaning of the offices located at these floors has to be scheduled between these hours.
3. The cleaning of the other (non-CAA) areas can be scheduled outside the hours listed above.
4. The schedule for all 'non-daily cleaning services' (carpets, windows, etc.) has to be agreed and approved by both the COR and the Security office well in advance. All biographic information on the cleaning crew has to be forwarded at least 3 weeks before the tentative cleaning date. The cleaning can only be performed under close supervision.

Lot 2: B001, American Embassy, T.M.A. shopette, -1, Regentlaan 27, 1000 Brussels

| Global surface: 100 m2 | <u>Floor covering</u> | <u>Interior windows</u> | <u>Carpeting</u> |
|-------------------------------|------------------------------|--------------------------------|-------------------------|
| Frequency | Carpeting | Monthly | Daily |
| | Daily | | Shampoo: quarterly |

. . . .

Lot 3: B019, American Embassy, 'JAS', Regentlaan 25 Bd. du Régent, 1000 Brussels

| Est total surface: 3,218 m2 | <u>Floor covering</u> | <u>Bathroom</u> | <u>Kitchen</u> | <u>Elevators</u> | <u>Offices</u> | <u>Heavy traffic areas + Consular Section</u> | <u>Windows (in/outside & window frames)</u> | <u>Glazed partitions</u> | <u>Emergency Stairway</u> | <u>Guard booth</u> |
|--|-----------------------------------|------------------------|----------------------------|-------------------------|-----------------------|--|--|-------------------------------------|--------------------------------------|-------------------------------|
| Ground floor through 6th floor | Carpeted: 95 % Tiled area: 5% | 16 | 7 | Daily | Daily | Daily | Semi- Annually | Quarterly | Monthly | Daily |
| Frequency | Daily | Daily | Refrigerator: quarterly | | | Shampoo: quarterly | | | | |
| GYM: -1 floor | Tiled/Linoleum: 50% Mats: 50 % | 2 | | Daily | | Daily | Semi- Annually | Mirrors: Monthly | Monthly | |
| Frequency | Daily | Daily | | | | | | | | |
| Parking: -2 + -3 floors | Concrete | | | Daily | | | | | Monthly | |
| Frequency | Bi-monthly | | | | | | | | | |

REMARKS:

- 5th FLOOR:** cleaning has to be performed during office hours (escort needed)
- GYM (-1):** -Cleaning and disinfecting of floor mats: bi-weekly
- Wet cleaning of fitness items: Daily

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Lot 4: B027, American Embassy, OBO-offices, Ground Level, Regentlaan 28 Bd. du Régent, 1000 Brussels

| Global surface: 100 m2 | <u>Floor covering</u> | <u>Windows</u> (in/outside & window frames) | <u>Kitchen</u> | <u>Bathrooms</u> | <u>Balcony</u> | <u>Heavy traffic areas</u> |
|-------------------------------|------------------------------|--|-----------------------|-------------------------|-----------------------|-----------------------------------|
| Frequency | Tiles: 10 % Parquet: 90 % | Semi-Annually | 1 | 2 | 1 | Daily |
| | Daily | | Daily | Daily | Bi-monthly | Shampoo: quarterly |

Lot 5: B028, American Embassy, Temp office space, Ground floor, Regentlaan 28 Bd. du Régent, 1000 Brussels

| Global surface: 90 m2 | <u>Floor covering</u> | <u>Kitchen</u> | <u>Bathrooms</u> | <u>Parquet floors</u> | <u>Balcony</u> | <u>Windows</u> (in/outside & window frames) | <u>Heavy traffic areas</u> |
|------------------------------|--------------------------------|-----------------------|-------------------------|------------------------------|-----------------------|--|-----------------------------------|
| Frequency | Linoleum: 50 % Carpet: 50 % | 1 | 2 | Buffing: 3 x per year | 1 | Quarterly | Vacuum: Daily |
| | Daily | Floor: Daily | Daily | | Bi-monthly | | Shampoo: Semi-Annually |

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Lot 6: B041, Language Room, DAO and FMC-offices, 4th floor, Regentlaan 28 Bd. du Régent, 1000 Brussels

| Global Surface: 282 m2 | <u>Floor covering</u> | <u>Windows</u> (in/outside & window frames) | <u>Kitchen</u> | <u>Bathrooms</u> | <u>Heavy traffic areas</u> | <u>Balcony</u> |
|-------------------------------|--|--|-----------------------|-------------------------|---------------------------------------|-----------------------|
| Frequency | Tiled area: 10 % Carpeted area: 70 % Parquet: 20 % | Semi-Annually | 1 | 4 | Daily | 2 |
| | Daily | | Daily | Daily | Shampoo: quarterly | Bi-monthly |

Lot 7: B044, American Embassy, Computer classes, 1st floor, Regentlaan 28, 1000 Brussels

| Global surface: 100 m2 | <u>Floor covering</u> | <u>Windows</u> (in/outside & window frames) | <u>Kitchen</u> | <u>Bathroom</u> | <u>Heavy traffic areas</u> | <u>Balcony</u> |
|-------------------------------|--------------------------------------|--|-----------------------|------------------------|---------------------------------------|-----------------------|
| Frequency | Parquet: 90 % Carpeted area: 10 % | Semi-Annually | 1 | 1 | Daily | 2 |
| | Daily | | Daily | Daily | Shampoo: quarterly | Bi-monthly |

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Lot 8: USEU, Zinnerstraat 13, 1000 Brussels

| | <u>Carpeted area</u> | <u>Parquet</u> | <u>Bathroom</u> | <u>Kitchen</u> | <u>Elevators</u> | <u>Offices</u> | <u>Heavy traffic areas</u> | <u>Windows (in/outside & window frames)</u> | <u>Glazed partitions</u> | <u>Stairway</u> |
|---|-----------------------------|-----------------------|------------------------|-------------------------|-------------------------|-----------------------|-----------------------------------|--|---------------------------------|------------------------|
| 4th floor: 436 m2 (escort required) | 312 m2 | 76 m2 | 49 m2 Daily | Daily | Daily | Daily | Daily | Semi-annually | Quarterly | Weekly |
| | Daily | Quarterly | | Refrigerator: quarterly | | | Shampoo: quarterly | | | |
| 3rd floor: 423 m2 (escort required) | 381 m2 | NA | 42 m2 Daily | Daily | Daily | Daily | Daily | Semi-annually | Quarterly | Weekly |
| | Daily | | | Refrigerator: quarterly | | | Shampoo: quarterly | | | |
| 2nd floor: 423 m2 (escort required) | 381 m2 | NA | 42 m2 Daily | Daily | Daily | Daily | Daily | Semi-annually | Quarterly | Weekly |
| | Daily | | | Refrigerator: quarterly | | | Shampoo: quarterly | | | |
| 1st floor: 687 m2 | 60 m2 | 60 m2 Quarterly | 49 m2 Daily | Daily | Daily | Daily | Daily | Semi-annually | Quarterly | Weekly |
| | Daily | | | Refrigerator: quarterly | | | Shampoo: quarterly | | | |
| Ground floor & kitchen: 361 m2 | 199 m2 | 60 m2 | 102 m2 Daily | Daily | Daily | Daily | Daily | Semi-annually | Quarterly | Weekly |
| | Daily | Quarterly | | Refrigerator: quarterly | | | Shampoo: quarterly | | | |

| | | | | | | | | | | |
|---|----------------------|----|----------------------------|-----------------------|-------|-------|-------|---------------|-----------|--------|
| A level: 498 m2 | 456 m2 | NA | 42 m2 Daily | Daily | Daily | Daily | Daily | Semi-annually | Quarterly | Weekly |
| | Daily | | Refrigerator: quarterly | Shampoo: quarterly | | | | | | |
| B-level: 896 m2 | Brushing: bi-monthly | | | | | | | | | |
| C-level: 1061 m2 | Brushing: bi-monthly | | | | | | | | | |
| Glass partitions: A-level, ground floor and 1 st floor: 55 m2 | | | | | | | | | | |
| Surface of windows: A-level: 90 m2 ground floor: 267 m2 1 st floor: 267 m2 2 nd floor: 267 m2 3 rd floor: 267 m2 4 th floor: 70 m2 | | | | | | | | | | |

- NOTES:**
- Due to the Embassy's Security requirements at the the floors 2 through 4, cleaning can **ONLY** be performed under cleared American Escort. The maximum number of cleaners allowed in these areas is three (3) per RSO. Therefore the following daily cleaning schedule shall apply;
 - Daily:** Emptying of garbage bins on all CAA-floors; cleaning of toilets on all CAA-floors;
 - Monday:** Cleaning of 4th floor, cleaning of 2nd and 3rd lavatories and kitchens, dusting of 2nd floor furniture;
 - Tuesday:** Cleaning of 4th floor, cleaning of 2nd and 3rd lavatories and kitchens, dusting of 3rd floor furniture;
 - Wednesday:** Cleaning of 4th floor, cleaning of 2nd and 3rd lavatories and kitchens, dusting of 4th floor furniture;
 - Thursday:** cleaning of 4th floor, cleaning of 2nd and 3rd lavatories and kitchens, vacuuming of CAA-floors depending upon the necessity and available time;
 - Friday:** cleaning of 4th floor, cleaning of 2nd and 3rd lavatories and kitchens, vacuuming of CAA-floors depending upon the necessity and available time.
 - The above listed figures are for **guidance purposes only**. It shall be the contractor's responsibility to check the accuracy of these figures prior to submitting his bid. **The Government shall not assume any responsibility in case of any discrepancy in these figures after contractor's bid has been submitted.**
 - Escorted areas** (2nd, 3rd and 4th floor): escort can be provided between 0800 and 1000 am. Cleaning of the offices located at these floors has to be scheduled between these hours.

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Lot 9: B050, American Embassy Warehouse, Fabriekstraat 13, 1930 Zaventem

| Global surface: 5,140 m2 | <u>Floor covering</u> | <u>Bathroom</u> | <u>Kitchen</u> | <u>Offices</u> | <u>Heavy traffic areas</u> | <u>Windows</u> (in/outside & window frames) | <u>Parking</u> |
|--------------------------|---|-----------------|-------------------------|------------------|----------------------------|--|----------------|
| Frequency: Offices | Carpeting: 30 % Tiles/concrete: 70 % | 8 | 2: Daily | Daily | Daily | Semi-Annually | Semi-Annually |
| | Daily | Daily | Refrigerator: quarterly | | Shampoo: quarterly | | |
| Warehouse | concrete | | | Brushing MONTHLY | | | |

Remarks:

1. Brushing in front of entrance: Weekly
2. Offices of carpenters, electricians, painters and maintenance: Monthly
3. First-aid office: Monthly
4. Brushing of warehouse: Monthly

Lot 10: B052, American Embassy, ODC, 3rd floor, Regentlaan 40, 1000 Brussels

| Global surface: 500 m2 | <u>Floor covering</u> | <u>Bathrooms</u> | <u>Kitchen</u> | <u>Offices</u> | <u>Heavy traffic areas</u> | <u>Interior Windows</u> | <u>Emergency Stairway</u> |
|-------------------------------|------------------------------|-------------------------|----------------------------|-----------------------|-----------------------------------|--------------------------------|----------------------------------|
| Frequency | Carpet: 90 % | 2 | Daily | Daily | Daily | Semi-annually | Monthly |
| | Daily | Daily | Refrigerator: quarterly | | Shampoo: quarterly | | |

. . . .

Lot 11: B055, American Embassy, Health Unit, 3rd floor, Regentlaan 28, 1000 Brussels

| Global surface: 282 m2 | <u>Floor covering</u> | <u>Windows</u> (in/outside & window frames) | <u>Kitchen</u> | <u>Bathroom</u> | <u>Balcony</u> |
|------------------------|------------------------------|--|----------------|------------------|----------------|
| Frequency | Parquet: 90 % Tiles: 10 % | Semi-Annually | 1 | 2 + 2 toilets | 2 |
| | Daily | | Daily | Daily | Bi-monthly |

REMARKS: -Cleaning can only be performed during 1600 and 1700 hours daily.
-Embassy provides names of cleaning products to clean parquet.

Lot 12: B057, FAA, Regentlaan 40, 3rd floor, 1000 Brussels

| Global surface: 970 m2 | <u>Floor covering</u> | <u>Bathrooms</u> | <u>Kitchen</u> | <u>Offices</u> | <u>Heavy traffic areas</u> | <u>Interior Windows</u> | <u>Glazed partitions</u> |
|------------------------|-----------------------|------------------|-------------------------|----------------|----------------------------|-------------------------|--------------------------|
| | Carpeted: 95 % | 3 | 1 | Daily | Daily | Semi-annually | Quarterly |
| Frequency | Daily | Daily | Refrigerator: quarterly | | Shampoo: quarterly | | |

. . . .

Lot 13: B058, TSA, PD Hub, FCS, EMB/PA and CLO, Regentlaan 40, Floors -1 and 0, 1000 Brussels

| Global surface: 2,340 m2 | <u>Floor covering</u> | <u>Bathrooms</u> | <u>Kitchen</u> | <u>Offices</u> | <u>Heavy traffic areas</u> | <u>Interior Windows</u> | <u>Glazed partitions</u> |
|--------------------------|-------------------------------|------------------|-------------------------|----------------|----------------------------|-------------------------|--------------------------|
| | Carpeted: 90 % Tiles: 10 % | 10 | 4 | Daily | Daily | Semi-annually | Quarterly |
| Frequency | Daily | Daily | Refrigerator: quarterly | | Shampoo: quarterly | | |

Lot 14: B059, DEA, Regentlaan 40, 4th floor, 1000 Brussels

| Global surface: 580 m2 | <u>Floor covering</u> | <u>Bathrooms</u> | <u>Kitchen</u> | <u>Offices</u> | <u>Heavy traffic areas</u> | <u>Interior Windows</u> | <u>Glazed partitions</u> |
|------------------------|----------------------------------|------------------|-------------------------|----------------|----------------------------|-------------------------|--------------------------|
| Frequency | Carpet: 80% Coated floor: 20% | 2 | Daily | Daily | Daily | Semi-Annually | Quarterly |
| | Daily | Daily | Refrigerator: quarterly | | Shampoo: quarterly | | |

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Lot 15: American Embassy, Guard Office, Zinnerstraat 2, 1000 Brussels

| | | |
|------------------------------|------------------------------|-------------------------|
| Global surface: 40 m2 | <u>Floor covering</u> | <u>Bathrooms</u> |
| Frequency | Tiled | 1 |
| | Monday, Wednesday and Friday | Daily |

REMARK: Cleaning of stairway between R001 and guard office: weekly

Lot 16: Streets, Regentlaan 25-28 and Zinnerstraat, 1000 Brussels

| | |
|------------------|--|
| | Removal of debris, paper, leaves, cigarette butts, etc. |
| Frequency | 2 x week |

REMARK: -Zinnerstraat: ENTIRE street to clean
-Regentlaan between no 25 and 28: only pavement

J.3 EXHIBIT B - CONTRACTOR FURNISHED MATERIALS

The Contractor shall provide all equipment, materials, supplies, and clothing required to perform the standard and temporary additional services as specified in this contract. Such items include, but are not limited to uniforms, personnel equipment, tools, cleaning supplies, equipment and any other operational or administrative items required for performance of the duties and requirements of this contract. The Contractor shall maintain sufficient cleaning products and parts and spare equipment for all Contractor-furnished materials to ensure uninterrupted service.

The Department has adopted a "Buying Green" policy that advocates the use of environmentally friendly products used in janitorial contracts. Therefore shall the contractor preferably use environmentally preferable chemical cleaning-products. The Contractor shall identify products by brand name for each of the following product types: All-purpose cleaner, general degreaser, general disinfectant, graffiti remover, chrome and brass cleaner/polish, glass cleaner, furniture polish, floor stripper, floor finisher, carpet cleaner, solvent spotter, gum remover, wood floor finish, bathroom hand cleaner/soap, bathroom disinfectant, bathroom cleaner, bathroom deodorizers, urinal deodorizers, and lime and scale remover.

In addition, the Contractor shall provide following non-chemical products containing the maximum feasible amount of recovered materials:

- (1) General Purpose industrial wipes: The general purpose industrial wipes must contain at least 100% recovered materials and 40% post-consumer content.
- (2) Plastic trash bags: Plastic trash bags must contain at least 25% post-consumer content.

Contractors may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

Once the Contracting Officer has approved this list of products, the Contractor is responsible for using only those approved cleaning chemical products in the building. If for some reason the product is found later to be ineffective, the Contractor would otherwise like to propose an alternative product, or the Contracting Officer would like to propose a more environmentally preferable product, either the Contractor or Contracting Officer may propose for consideration an "equal" product. If the parties agree to the replacement product, the contract will be modified.

Information about this program may be found at A/OPE's Internet web site, <http://www.statebuy.gov> by clicking on "Buying Green," which provides links to other "green" web sites, including GSA Advantage's "green" products. Also, please look at the model and ensure that other language that was deleted is added back to the solicitation from the model.

J.4 EXHIBIT C - GOVERNMENT FURNISHED PROPERTY

The Government shall make the following property available to the Contractor as "Government furnished property (GFP)" for performance under the contract:

- Water and electricity;
- Grey bags for shredders and blue, yellow, green and yellow bags for the various waste containers;
- Salt to defrost the sidewalks during winter periods;
- Office space, large enough to change clothes, to store personal belongings and cleaning supply.

J.5 EXHIBIT D - SPECIAL WORK REQUIREMENTS**1. KITCHENETTES:**

The cleaning of the kitchenettes is limited to the daily cleaning of the sink, the counter, the chairs and the top of the tables. Once a week, the contractor will clean the outside of the cabinets and the refrigerator. Quarterly the contractor shall clean the entire wall tiles and defrost/clean the inside of the refrigerator. The contractor shall **NOT** be responsible for washing any dishes, cups or glasses, with the exception of the Ambassadors' offices and conference areas where dishes will be washed on a daily basis.

2. COMPUTER EQUIPMENT, OFFICE MACHINES

Due to the sensitive nature of this equipment, the contractor is NOT required to clean any computer equipment or electronic office machines.

3. EMPTYING OF WASTE CONTAINERS/BOXES

The US Government segregates glass, paper, PMD (paper/metal/drinking cartons), cans and various wastes in containers, boxes and/or bags located throughout the Mission. Daily the contractor needs to verify the content of the containers and if needed, the containers/boxes/bags will be emptied and removed from the premises. All bags/boxes will be collected in a trailer. Daily the trailer will be removed from the premises.

For lots 9, 10, 12, 13, and 14, the bags will be removed to the designated garbage collection spot.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-2 Certificate Of Independent Price Determination (Apr 85)

- (a) The offeror certifies that:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (Sep 2007)

- (a) Definitions: As used in this provision – "Lobbying contact" has the meaning provided at 2 USC 1602(8). The terms "agency", "influencing or attempting to influence", "officer or employee of an agency", "person", "reasonable compensation", and "regularly employed" are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

- (b) Prohibition: The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification: The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure: If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty: Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

K.3 52.204-3 Taxpayer Identification (OCT 1998)

(a) Definitions

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

- (b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the

conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of a Federal, state or local government;

___ Other. State basis. _____

(d) Corporate Status.

___ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

___ Other corporate entity;

___ Not a corporate entity;

___ Sole proprietorship

___ Partnership

___ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent:

Name _____

TIN _____

K.4 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification (Aug 2009)

(a) *Definitions.* As used in this provision:

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means:

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate:

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly

exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

K.5 52.204-8 Annual Representations and Certifications (Oct 2010)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 561-Administrative and Support Services.
- (2) The small business size standard is 561720 Janitorial Services.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - ☐ (i) Paragraph (d) applies.
 - ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
 - (i) 52.203-2, Certificate of Independent Price Determination Reserved
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration
 - (iv) 52.204-5, Women-Owned Business (Other Than Small Business). Reserved
 - (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (vi) 52.214-14, Place of Performance—Sealed Bidding Reserved.
 - (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
 - (viii) – (xii). Reserved
 - (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative

Procurement of Biobased Products Under Service and Construction Contracts.

- (xiv) 52.223-4, Recovered Material Certification This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
 - (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
 - (xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
 - (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
 - (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification.
 - (xix) Reserved
- (d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below **[Offeror to insert changes, identifying change by clause number, title, date]**. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Clause)

K.6 52.209-5 Certification Regarding Responsibility Matters (Apr 2010)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that:
 - (i) The Offeror and/or any of its Principals:
 - (A) Are **O** are not **O** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have **O** have not **O**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples:*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7 Authorized Contract Administrator

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name: _____
 Address: _____

 Telephone Number: _____
 Fax Number: _____
 E-mail: _____

K.8 652.225-70 Arab League Boycott Of Israel (Aug 1999)

- (a) Definitions. As used in this provision:
- Foreign person means any person other than a United States person as defined below.
- United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.
- (b) Certification. By submitting this offer, the offeror certifies that it is not:
- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
 - (2) Discriminating in the award of subcontracts on the basis of religion.

. . . .

K.9 Defense Base Act Insurance – Covered Contractor Employees (Jun 2006)

- (a) Bidders/Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

| Category | Yes/No | Number |
|---|--------|--|
| (1) United States citizens or residents | | |
| (2) Individuals hired in the United States, regardless of citizenship | | |
| (3) Local nationals or third country nationals where contract performance takes place in a country <u>where there are no</u> local workers' compensation laws | | Local nationals: _____ Third Country Nationals: _____ |
| (4) Local nationals or third country nationals where contract performance takes place in a country where there <u>are</u> local workers' compensation laws | | Local nationals: _____ Third Country Nationals: _____ |

- (b) The contracting officer has determined that for performance in the country of Belgium.

- ✓ Workers' compensation laws exist that will cover local nationals and third country nationals.
 - Workers' compensation laws do not exist that will cover local nationals and third country nationals.
- (c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.
- (d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)

K.10 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representations (July 2009)

- (a) Definition: Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 USC 395 (b), i.e. a corporation that used to be a partnership in the United States but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country that meets the criteria specified in 6 USC 395 (b), applied in accordance with rules and definitions of criteria 6 USC 395 (c).

- (b) Relation to Internal Revenue Code: A foreign entity that is treated as an inverted foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108)
- (c) Representation: By submission of its offer, the offer represents that it is not an inverted domestic corporation and is not a subsidiary of one.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SUBMISSION OF OFFERS

L.1.1 Summary of instructions

Each offer must consist of the following:

L.1.1.1. A completed solicitation, in which the SF-33 cover page (blocks 12 through 18, as appropriate), and filled out Sections B and K.

L.1.1.2. Information demonstrating the offeror's ability to perform, including:

1. Name of a Project Manager (or other liaison to the Embassy) who understands written and spoken English;
2. Evidence that the offeror operates an established business with a permanent address and telephone listing;
3. List of clients, demonstrating prior experience with relevant past performance information and references;
4. Evidence that the offeror can provide the necessary personnel, equipment, and financial resources needed to perform the work;
5. Evidence that the offeror has all licenses and permits required by local law (see DOSAR 652.242-73 in Section I);
6. Provide a written plan estimating the number of labor hours to meet the requirements of Section C.
7. Evidence that the offeror works as per the terms and conditions of the 'Belgian Cleaners Union' (*Algemene Belgische Schoonmaakunie*). A copy of the **Cleaning Quality Label** certificate shall be enclosed in the offer;
8. Copy of the **ISO9002** certificate (if obtained);
9. Copy of the **VCA Safety** certificate for cleaning companies (if obtained).
10. Environmental Preferability Submission, describing how the offeror will ensure the use of environmentally friendly products and materials in the performance of the contract. The offeror shall list all chemical cleaning products and non-chemical products that will be used.

L.1.1.3. In accordance with H.5 Certificate of Insurance, offeror shall either provide: a) a copy of the Certificate of Insurance; or b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

Submit the complete offer to the address shown at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33.

The offeror shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken to any of the instructions or requirements of this solicitation in the appropriate volume of the offer.

L.1.2 PROPRIETARY DATA

Offeror shall specifically identify by page(s), paragraph(s) and sentence(s), and shall not generalize.

L.2 52.252-1 Solicitation Provisions Incorporated By Reference (Feb 1998)

. . . .

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision may be accessed electronically at: <http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet "search engine" (such as Yahoo, Infoseek, or Alta Vista) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

| | | |
|-----------|---|----------|
| 52.204-6 | CONTRACTOR IDENTIFICATION NUMBER – DATA | APR 2008 |
| | UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER | |
| 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE | APR 1991 |
| 52.215-1 | INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITIONS | JAN 2004 |
| 52.237-1 | SITE VISIT | APR 1984 |

L.3 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price contract with indefinite delivery/indefinite quantity for temporary additional services from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from American Embassy, Admin Counselor, Regentlaan 27, 1000 Brussel.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party that includes:

Income (profit-loss) Statement that shows profitability for the past 3 (three) years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

L.5 SITE VISIT

In accordance with FAR provision 52.237-1, Site Visit, the post will arrange for a pre-solicitation conference on Tuesday February 22, 2011 at 09:30 am followed by a site visit as of 10:00 am. The conference will be held at American Embassy's conference room, located at JAS, Regentlaan 25, 5th floor, 1000 Brussels. For security reasons, only the registered persons will be allowed to the conference and the site visit. Per company only a maximum of 2 representatives will be allowed.

At least 2 working days in advance, the offerors should contact Mr. Johny Helsen, ☎ 02.811.4526, 📠 0475.816933, 📧 helsenja@state.gov , or 📠 02.811.4774 to make appropriate arrangements.

L.6. 652.206-70 Competition Advocate/Ombudsman (Aug 1999) (Deviation)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and Contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Mrs. Andrea J. Nelson, American Embassy, Regentlaan 27 Bd du Régent, 1000 Brussels. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(End of Clause)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 General

To be acceptable and eligible for evaluation, offerors must prepare proposals in accordance with Section L. Proposals must meet all the requirements set forth in the other sections of this solicitation. The Government may determine an offeror to be unacceptable and exclude it from further consideration for failure to comply with Section L.

M.1.2 Basis for Award

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible Contractor. The evaluation process will follow the procedures below:

a) **Initial Evaluation**

The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as required by Section L. The Government may eliminate proposals that are missing required information.

b) **Technical Acceptability**

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of L.1.1.2, including a review of the offeror's proposed project manager to ensure that s/he is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in L.1.1.2.3 to verify quality of past performance.

c) **Price**

The Government will evaluate price for all technically acceptable offerors and determine the lowest overall price in accordance with Section B.

d) **Responsibility**

The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

1. Adequate financial resources or the ability to obtain them;
2. Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
3. Satisfactory record of integrity and business ethics;
4. Necessary organization, experience, and skills or the ability to obtain them;
5. Necessary equipment and facilities or the ability to obtain them; and
6. Otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The Government will notify unsuccessful offerors as required by FAR 15.503.

M.1.3 Award Selection

The Government will review the prices of all technically acceptable firms and the

award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, incorporated by reference in Section L, the Government may award based on initial offers, without discussions.

M.2 Price Evaluation

For the purpose of evaluation, and for no other purpose, the Government will evaluate prices submitted on the basis that the Government will require the estimated quantities shown in Section B of this solicitation. The Government will add the prices for standard services, and temporary additional services to obtain a total price evaluation

M.3 Separate Charges

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.
